



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM _____
Finance LC/MM
DA ICM
Risk Mgt. DE
HR N/A
Comptroller MS

STAFF REPORT

BOARD MEETING DATE: December 8, 2015

DATE: November 4, 2015
TO: Board of County Commissioners
FROM: Frank Schumann, Patrol Captain
(775) 328-3354, fschumann@washoecounty.us,
THROUGH: Chuck Allen, Sheriff

SUBJECT: Approve Sheriff's Security Agreement between the G&I VII Reno Operating, L.L.C. and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for Security [No fiscal impact to County, estimated reimbursed security costs is no more than \$7,800.00] for the retroactive period of November 21, 2015 through December 26, 2015. (Commission District 2)

397

SUMMARY

The Washoe County Sheriff's Office has been requested to provide uniformed Deputy Sheriffs to aid with security at the Summit Sierra Mall operated by G&I VII Reno Operating, L.L.C. This will be completed on a contractual basis through December 26, 2015. The agreement provides for reimbursement to the County for the cost of providing the uniformed Deputy Sheriffs. This item was submitted to the first available BCC meeting after request was received from G&I VII Reno Operating, L.L.C.

Washoe County Strategic Objective supported by this item: Safe, secure, and healthy communities.

PREVIOUS ACTION

The Board approved a similar Agreement with Reno Retail Company, LLC (now known as G&I VII Reno Operating, L.L.C.) on June 12, 2012.

BACKGROUND

The Washoe County Sheriff's Office was previously approached by the G&I VII Reno Operating, L.L.C., to provide uniformed security at their mall, Summit Sierra, located at the intersection of South Virginia and Mt. Rose Hwy (SR 431). The previous contract approved by the Board of County Commissioners dated from January 1, 2012 through December 31, 2014 has expired and the Sheriff's Office has been requested to renew the contract for an additional term ending December 26, 2015.

AGENDA ITEM # 6K2

FISCAL IMPACT

There will be no fiscal impact to Washoe County General Fund. All personnel costs including benefits and the use of WCSO equipment will be paid by G&I VII Reno Operating, L.L.C. (Summit) Security. Reimbursement received will be deposited to account 150200-485129 (Office of the Sheriff – Salary Reimbursement).

RECOMMENDATION

It is recommended that the Washoe County Board of County Commissioners:
Approve Sheriff's Security Agreement between the G&I VII Reno Operating, L.L.C. and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for Security [No fiscal impact to County, estimated reimbursed security costs is no more than \$7,800.00] for the retroactive period of November 21, 2015 through December 26, 2015.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to Approve Sheriff's Security Agreement between the G&I VII Reno Operating, L.L.C. and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for Security [No fiscal impact to County, estimated reimbursed security costs is no more than \$7,800.00] for the retroactive period of November 21, 2015 through December 26, 2015.

SHERIFF'S SECURITY AGREEMENT
BETWEEN THE
G&I VII RENO OPERATING, L.L.C.
AND THE
WASHOE COUNTY SHERIFF'S OFFICE

This **AGREEMENT** is made this 4th day of November 2015 (the "Effective Date"), by and between the **COUNTY OF WASHOE** (herein, "**COUNTY**"), a political subdivision of the State of Nevada, the Sheriff of Washoe County (herein, "**SHERIFF**") and **G&I VII RENO OPERATING, L.L.C.** (herein, "**G&I VII RENO OPERATING**").

WITNESSETH:

WHEREAS, the **G&I VII RENO OPERATING** desires the services of Deputy Sheriffs and to provide security and law enforcement at various functions of **G&I VII RENO OPERATING** related to **MALL SECURITY**; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily work for **G&I VII RENO OPERATING** in their non-duty hours because the provision of trained law-enforcement personnel for public functions, such as **MALL SECURITY**, serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the WASHOE COUNTY SHERIFF'S OFFICE to provide security and law enforcement during functions conducted at MALL SECURITY and THE SUMMIT SIERRA and under which G&I VII RENO OPERATING assumes the responsibility for reimbursing WASHOE COUNTY for the cost of providing necessary Deputy Sheriffs, and Vehicles.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

I. DEFINITIONS

As used in this Agreement:

- A. "Deputy" means a Deputy Sheriff, Sergeant Deputy, Sheriffs Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. "Sergeant" means a Sergeant Deputy Sheriff.
- C. "Lieutenant" means a Lieutenant Deputy Sheriff.
- D. "Communication Personnel" means any person assigned by Sheriff to provide communication services.
- E. "Security Services" include law enforcement, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO THE SUMMIT SIERRA IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE

It is expressly recognized by the parties hereto that a sufficient number of deputies, and all levels of supervision must volunteer to perform security services requested by **G&I VII RENO OPERATING** before this Agreement becomes effective. This **AGREEMENT** shall not become effective and shall not bind any of the parties hereto in any manner if the **SHERIFF** is unable to obtain a sufficient number of volunteer deputies to perform those security services.

The parties agree that only Deputies will be assigned to the property, unless a staffing level decision which requires supervision is mutually agreed upon between the **SHERIFF** and **G&I VII RENO OPERATING**

It is agreed by the **SHERIFF** and **G&I VII RENO OPERATING** that any additional services or increased level of staffing, including a decision to add additional deputies for special events, will be mutually agreed upon in writing.

III. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF

Deputy Sheriffs are not compelled to provide security services for **G&I VII RENO OPERATING** performing **MALL SECURITY** by virtue of this **AGREEMENT**, and any such person who provides services during functions of **MALL SECURITY** does so on a voluntary basis. Deputies who provide such services shall be considered to be "on-duty" while providing such services.

IV. SHERIFF'S POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF THE SHERIFF, SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL

All Policies and Procedures of the Sheriff's Office must be followed by Sheriff's Office personnel (including deputies, sergeants, and Lieutenants) providing security services for the **SUMMIT SIERRA**. Violation of those Policies or Procedures will subject such Sheriff's employees to disciplinary action by the **SHERIFF**.

All deputies, sergeant, and lieutenants employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF** and shall utilize the normal chain of command within the Sheriff's Office in the event of problems or questions.

The **SHERIFF** shall provide a sufficient number of sergeants to supervise the deputies hired by **G&I VII RENO OPERATING** and shall arrange its employment schedules to assure that those deputies are supervised by an appropriate number of sergeants and lieutenants. The **SHERIFF** shall have the sole power to determine the number of sergeants and lieutenants, which are "sufficient" and "appropriate."

V. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKER'S COMPENSATION

Compensation is revised each year as employee contracts change. Current rates of compensation are delineated in a separate financial and operations plan attached hereto as

"EXHIBITA".

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to **G&I VII RENO OPERATING** reflecting all amounts paid to those employees as salary earned during the provision of such security services. **G&I VII RENO OPERATING** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada's Worker's Compensation laws for all personnel providing security services for the **SUMMIT SIERRA**. Such coverage shall be effective at all times when those employees are providing such security services. At all times, the personnel providing services under this **AGREEMENT** shall be acknowledged and deemed to be the sole employees or personnel of the Sheriff's Office and not of **G&I VII RENO OPERATING**. The Sheriff's Office shall have sole responsibility for directing the activities of and supervising such personnel and employees. The Sheriff's Office is and shall at all times be an independent contractor.

VI. USE OF VEHICLES

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be used during functions of **MALL SECURITY**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles, which may be used, and when and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to **G&I VII RENO OPERATING** a charge per hour as delineated in the financial and operations plan, for each Sheriff's vehicle utilized in providing security services for **SUMMIT SIERRA MALL, and G&I VII RENO OPERATING** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VII. INSURANCE

A. G&I VII RENO OPERATING

G&I VII RENO OPERATING shall maintain limits of General Liability insurance no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised. Unless otherwise approved by the **COUNTY**, all liability coverage shall be on an "occurrence" basis and not a "claims made" basis.

G&I VII RENO OPERATING shall procure the insurance from an insurer having a Best's rating of no less than A-: VII. The **COUNTY**, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning **G&I VII RENO OPERATING** and the insurance carrier. Prior to commencement of security services, **G&I VII RENO OPERATING** shall provide the Sheriff with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of **G&I VII RENO OPERATING**.

B. **COUNTY NAMED AS ADDITIONAL INSURED**

Prior to the commencement providing security services for the **SUMMIT SIERRA MALL, G&I VII RENO OPERATING** shall also provide to the Sheriff an endorsement to the General Liability Policy required by Paragraph "A" above, which name the **COUNTY** and all of the **COUNTY'S** officers, officials, deputies, employees, agents and volunteers as additional insured for all periods of time during which deputies may be employed for services at any **G&I VII RENO OPERATING** function.

G&I VII RENO OPERATING insurance coverage shall be primary insurance as respects to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of **G&I VII RENO OPERATING**. Any insurance or self-insurance maintained by the county shall be in excess of **G&I VII RENO OPERATING** insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of this policy shall not affect coverage provided to the County, its officers, officials, deputies, employees or volunteers.

This policy of insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. **FAILURE TO PROCURE INSURANCE; REMEDIES**

If **G&I VII RENO OPERATING** fails to procure or maintain any of the insurance

coverages required in paragraphs "A" or "B" above, the COUNTY may either (1) terminate this Agreement or (2) purchase such insurance to cover any damages which the COUNTY may be liable to pay through any of the operations under this Contract, and G&I VII RENO OPERATING shall pay the amount of the premiums for each insurance to the COUNTY upon demand. The COUNTY'S Risk Manager shall have the power to determine which alternative to follow and is hereby delegated the power to purchase any insurance policies pursuant to this paragraph.

VIII. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

G&I VII RENO OPERATING agrees to hold harmless, defend, and indemnify the COUNTY, its officers, officials, agents, employees, deputies and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including property damage to THE SUMMIT SIERRA MALL, and G&I VII RENO OPERATING property, arising out of or as a result of the negligent acts, errors, or omissions of G&I VII RENO OPERATING, its officers, agents, employees, or subcontractors, including, except as otherwise provided in the subsequent paragraph of this Article VIII, the acts, errors, or omissions of the deputies or other employees and volunteers of the COUNTY undertaken or performed at the direction and under the supervision of G&I VII RENO OPERATING.

Notwithstanding the provisions of the immediately preceding paragraph of this Article VIII, G&I VII RENO OPERATING shall have no responsibility or liability for any liabilities,

claims, demands, damages, losses and expenses resulting from the acts, errors and omissions of Sheriff's Office personnel engaged in acts within the scope of their official duties, responsibilities and authorizations under applicable law or Sheriff's Office policies and procedures.

In determining the nature of any claim against the COUNTY, its officers, officials, agents, employees, deputies and/or volunteers, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations.

IX. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 60 days written notice to the other party.

B. Termination of Agreement Due to Emergency or Exigent Circumstances

The SHERIFF may, at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to G&I VII RENO OPERATING are needed in execution of his lawful, or statutory duties.

C. Entire Agreement; Counterpart Execution

This AGREEMENT constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof. This AGREEMENT may be executed in one or more counterparts and

by facsimile signature.

D. Effective Agreement

Upon execution by both parties, this **AGREEMENT** shall be effective commencing on the Effective Date and terminating on **December 26, 2015**.

E. Attorney's Fees

If either party to this **AGREEMENT** defaults in any of its obligations hereunder, and it is subsequently adjudicated by a court that a party has defaulted in its obligations hereunder, the party found to be in default hereby agrees to pay all costs of suit, including reasonable attorney's fees, to the other party.

F. Applicable Law

The laws of the State of Nevada shall govern this **AGREEMENT**.

G. Binding Effect

If this **AGREEMENT** becomes effective, it shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

H. Authority

Each person who executes this **AGREEMENT** declares that he has full legal authority to bind his principal to the full extent of the law.

SIGNATURES FOLLOW ON SEPARATE PAGES

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT

to be executed on the day and year first above written.

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

By _____
Chairman Washoe County Commission

ATTEST:

Washoe County Clerk

WASHOE COUNTY SHERIFF

By Chuck Allen
Chuck Allen, Sheriff

G&I VII RENO OPERATING, L.L.C.

BY: BAYER PROPERTIES, LLC

ITS: AUTHORIZED AGENT

By Scott Laslo

Name Scott Laslo

Title VP ASSET MGT.

WASHOE COUNTY SHERIFF'S OFFICE
FINANCIAL AND OPERATING PLAN

This Annual Financial and Operating Plan, is hereby made and entered into by and between the **Washoe County Sheriff's Office**, and the **G&I VII RENO OPERATING, L.L.C.** hereinafter referred to as the "**G&I VII RENO OPERATING, L.L.C.**" under the provisions of the **Sheriff's Security Agreement** executed on the 4th day of November 2015 . The Operating Plan is made and agreed to as the date of execution noted above and is for the period beginning **November 21, 2015** and ending **January 1, 2016**.

I. GENERAL

- A. The following individuals shall be the designated and alternate representative of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives:

Chuck Allen
Sheriff
Washoe County
911 Parr Blvd.
Reno, Nv 89512-1000
(775) 328-3010

Alexia Bratiotis
General Manager
The Summit / Bayer Properties
13925 S. Virginia St., Suite 212
Reno, Nv 89511
P : 775-853-7800
M : 775-223-9983

Alternate Representatives:

Frank Schumann
Captain
Washoe County Sheriff's Office
911 Parr Blvd
Reno, Nv 89512-1000
(775) 328-3350

Scott Laslo
Vice President
Bayer Properties, Inc.
2222 Arlington Ave.
Birmingham, Al 35205
(205) 939-3111

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

REGULAR TIME

Civilian	\$ 56.00
Deputy	\$ 70.00
Sergeant	\$ 93.00
Lieutenant	\$ 108.00
Captain	\$126.00

HOLIDAY PAY

Civilian	\$ 74.00
Deputy	\$ 93.00
Sergeant	\$124.00
Lieutenant	\$145.00
Captain	\$168.00

The **Sheriff's Office** shall include on his invoice to the **G&I VII RENO OPERATING, L.L.C.** a charge of **\$8.00** per hour for each **Sheriff's Office** vehicle utilized during this event.

II. PATROL ACTIVITIES

A. Time schedules for **Sheriff's Office** employees will be flexible to allow for emergencies of both parties entering into this agreement.

➤ PATROL RESPONSIBILITIES

1. Provide foot and mobile patrols
2. Provide enhanced officer presence, primarily to the contracted area.
3. Prevent criminal activity from occurring to employees, patrons and contractors utilizing the areas included within the provisions of this agreement.
4. Take appropriate police action when criminal activity is brought to their attention.
5. Cooperatively work with the contract security agency (s) located within the mall and all allied agencies having jurisdictional authority.

III. TRAINING

No formalized training involved, any items of special note will be covered in briefing before Deputies go on duty.

IV. EQUIPMENT

All necessary equipment will be provided by Washoe County Sheriff's Office.

V. SPECIAL ENFORCEMENT SITUATIONS

- A. Special Enforcement Situations includes but is not limited to certain Group Gatherings and disturbances.
- B. This includes but is not limited to situations which are normally unanticipated or which typically include short notice, large group gatherings such as concerts, demonstrations, and organizational rendezvous.
- C. The **SHERIFF** and **G&I VII RENO OPERATING, L.L.C.** agree that the level of staffing at **THE SUMMIT SIERRA** is expected to be one Deputy with a vehicle on the following schedule:

i. Friday	1900 hours – 2300 hours
ii. Saturday	1900 hours – 2300 hours
iii. 11/21/15	1000 hours – 1600 hours
iv. 12/25/15	1600 hours – 2300 hours
v. 01/01/16	1000 hours – 1600 hours

The shift schedule may be adjusted by **G&I VII RENO OPERATING, L.L.C.** as needs change throughout the year.

VI. BILLING FREQUENCY

Bills will be submitted upon the completion of the assignment.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year above written.

WASHOE COUNTY SHERIFF

By Chuck Allen
Chuck Allen, Sheriff

G&I VII RENO OPERATING, L.L.C.

BY: BAYER PROPERTIES, LLC
ITS: AUTHORIZED AGENT

By Scott Laslo
AUTHORIZING SIGNATURE

Scott Laslo / VP ASST MGR.
Type/Print Name and Title